

SECOND AMENDMENT TO RESTRICTIVE COVENANTS
OF THE GARDENS AT PLUM POINT

PLUM POINT PLACE, LTD., a Mississippi General Partnership, being the owner of all of the lots in the "Gardens at Plum Point", recorded in Plat Book 30, Page 27, in the office of the Chancery Clerk of DeSoto County, Mississippi, hereby amends the restrictive covenants of said subdivision by deleting in its entirety the restrictive covenants shown on the recorded plat in Plat Book 30, Page 27, as amended by First Amendment To Restrictive Covenants recorded in Warranty Deed Book 210 at Page 644, both in the office of the Chancery Clerk of DeSoto County, Mississippi, and inserting in lieu thereof the following as the covenants of said subdivision.

AMENDED RESTRICTIVE COVENANTS OF THE GARDENS OF PLUM POINT

THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF TWENTY (20) YEARS FROM THE DATE OF FILING OF THE ORIGINAL PLAT, AFTER WHICH TIME THEY SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS. THIS DECLARATION MAY BE AMENDED AT ANY TIME DURING THE FIRST TWENTY (20) YEAR PERIOD BY AN INSTRUMENT SIGNED BY NOT LESS THAN NINETY PERCENT (90%) OF THE LOT OWNERS IN THE SUBDIVISION AND THEREAFTER BY AN INSTRUMENT SIGNED BY NOT LESS THAN SEVENTY-FIVE PERCENT (75%) OF THE LOT OWNERS. ANY AMENDMENT TO THE RESTRICTIVE COVENANTS MUST BE RECORDED IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI. IF THE PARTIES HERETO, OR ANY OF THEM OR THEIR HEIRS, SUCCESSORS, OR ASSIGNS, SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL PROPERTY SITUATED IN THIS SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS, OR EITHER PREVENT HIM OR THEM FROM DOING SO OR TO RECOVER DAMAGES OR DUES FOR SUCH VIOLATIONS. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER COVENANTS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

1. All lots in the subdivision shall be for residential use only, and no lot shall be changed in size.
2. No structure shall be erected, altered, placed, or permitted to remain on any lot other than a single family townhome dwelling approved by the Owner.
3. No fence, either temporary or permanent, shall be placed on any lot which will be closer to the street than the front of the main structure on a lot or closer to the street than the minimum building line for a corner lot. All fencing in the subdivision must be approved by the Owner.
4. No trailer, basement, tent, shack, garage, barn, or any out-building erected in the subdivision shall at any time be used as a residence, either temporary or permanently. No noxious or offensive trade, mechanical maintenance or repairs shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
5. No signs shall be permitted in the subdivision larger than five square feet in area.
6. The total minimum heated area of any townhome residence in the subdivision, exclusive of garages, open porches, or carports, shall not be less than 900 square feet.
7. The minimum front yard setback for each lot is shown on the plat of the subdivision. There shall be provided one side

yard having a minimum setback of 5 feet; the other side of the lot will have a common wall with the adjoining townhome. There is a 15 foot minimum rear yard setback for all lots.

8. No animals of any kind will be allowed in the subdivision except with the permission of the Owner. This permission to keep a pet within the subdivision is subject for review by the Owner every six months.

9. All building in the subdivision shall be required to meet all local building codes of DeSoto County. All construction shall be required to be completed within 12 months from the date of the beginning of the construction.

10. No radio or television transmission or receiving towers or antennae of more than ten feet above the roof of the house shall be permitted except by permission of the Owner. A television dish will not be permitted in the subdivision on any lot.

11. The Owner of the subdivision reserves the right to review the plans of any structure that is to be built on any lot. The Owner of the subdivision must approve or disapprove in writing said plans within twenty (20) days after submission. If written approval or disapproval is not given within said twenty (20) day period, the lot owner may deem the plans approved and proceed with construction. Said approval shall specifically cover the exterior finish and colors as to conformity and harmony of quality and exterior design with existing structures in the subdivision.

12. When the Owner ceases to own a lot in the subdivision, he shall then name three persons owning property within the subdivision as the architectural control committee. A majority of such committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. A member of the committee shall immediately lose membership when he or she ceases to own property within the subdivision. Successor members shall be designated only from among the then owners of property within the subdivision. Any alteration of existing structures, including exterior elevations and colors, shall be approved by the architectural control committee under the same procedures as set forth in Restrictive Covenant No. 11 above.

WITNESS our signatures, this the 7th day of February, 1989.

PLUM POINT PLACE, LTD.
A MISSISSIPPI GENERAL PARTNERSHIP

By: Barry W. Bridgforth
Barry W. Bridgforth, President
Bridgforth-Lewis Builders, Inc.,
General Partner

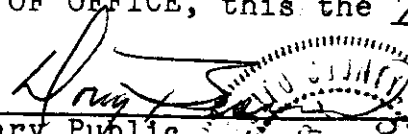
By: Pete Aviotto, Jr.
Pete Aviotto, Jr., President
Dunavant Development, Inc.
General Partner

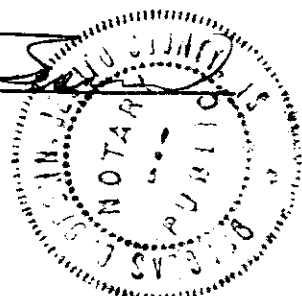
STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority at law, in and for the State and County aforesaid, the within named PLUM POINT PLACE, LTD., a Mississippi General Partnership, by

Barry W. Bridgforth, President of Bridgforth-Lewis Builders, Inc., General Partner of said Plum Point Place, Ltd., who acknowledged that he signed and delivered the above and foregoing instrument on the day and date therein mentioned in said capacity as the act and deed of Plum Point Place, Ltd., being first duly authorized and empowered to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 27th day of February, 1989.


Notary Public



My Commission expires:

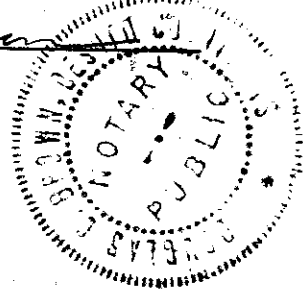
9/9/89

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority at law, in and for the State and County aforesaid, the within named PLUM POINT PLACE, LTD., a Mississippi General Partnership, by Pete Aviotti, Jr., President of Dunavant Development, Inc., General Partner of Plum Point Place, Ltd., who acknowledged that he signed and delivered the above and foregoing instrument on the day and date therein mentioned, in said capacity as the act and deed of Plum Point Place, Ltd., being first duly authorized and empowered to do so.

GIVEN UNDER MY HAND and seal of office, this the 27th day of February, 1989.


Notary Public



My Commission expires:

9/9/89

MORTGAGEE'S CERTIFICATE

DUNAVANT ENTERPRISES, INC., the Mortgagee of the property hereon, hereby adopts this as our plan of subdivision and dedicate the right-of-way for the roads as shown on the plat of the subdivision to the public use forever and reserve for the public utilities the utility easement shown on the plat. I certify that I am the mortgagee in fee simple of the property and that no taxes have become due and payable.

This the 7TH day of February, 1989.

DUNAVANT ENTERPRISES, INC.

By: Pete Avioti, Jr.
Pete Avioti, Jr., Vice-President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

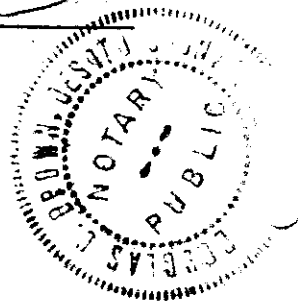
PERSONALLY appeared before me, the undersigned authority at law, in and for the State and County aforesaid, the within named Pete Avioti, Jr., Vice-President of Dunavant Enterprises, Inc., who acknowledged that he signed and delivered the above and foregoing instrument on the day and date therein mentioned as the act and deed of Dunavant Enterprises, Inc., being first duly authorized and empowered by said Corporation to do so.

GIVEN UNDER MY HAND and seal of office, this the 7TH day of February, 1989.

[Signature]
Notary Public

My Commission expires:

9/9/89



Filed @ 12:00 PM Feb. 9, 1989
Recorded in Book 212 page 107
W. E. Davis, Chancery Clerk